

Zina Aliback

From: Frances Kinnon
Sent: Monday, September 14, 2009 3:27 PM
To: Sylvia Fletcher
Cc: Zina Aliback
Subject: FW: Submission of Quarterly Report: S-NEAIR-08-GR-123
Attachments: Signed Award with new Award Number.pdf

FYI

From: Feingold, Meryl [mailto:FeingoldMX@state.gov]
Sent: Monday, September 14, 2009 3:15 PM
To: Frances Kinnon
Cc: Elballa Hagona; Emad Alemamie; jane brouillette
Subject: RE: Submission of Quarterly Report: S-NEAIR-08-GR-123

Frances,

Thank you for your email. My colleagues told me that they had informed UNDP of the grant number change back in March. The Anti-corruption grant had ended with 116 but was changed to 123. Attached is the grant agreement with the revised number.

My colleague, Marie Moser, just found the Anti-corruption report. In the future, could you please CC me on report submissions? Apologies for any inconvenience.

Many thanks,

Meryl

From: Frances Kinnon [mailto:frances.kinnon@undp.org]
Sent: Monday, September 14, 2009 7:41 AM
To: Feingold, Meryl
Cc: Elballa Hagona; Emad Alemamie; jane brouillette
Subject: Submission of Quarterly Report: S-NEAIR-08-GR-123
Importance: High

Dear Ms Feingold,

At the request of Elballa Hagona, Deputy Country Director, I am responding to your query below concerning the submission of UNDP's second quarter technical and financial report for the US state funded project S_NEAIR-08-GR-123.

We currently have three projects being funded by the State Department. On investigation, it would appear that we have two different projects: i) Anti corruption and ii) support of UNDP presence in Anbar Province with the same grant number – GR 116. I attach the two contribution agreements for these projects for your ease of reference. The third project is: Support to civil aviation – GR 108. Quarterly reports for GR116 (Anbar) and GR 108 (civil aviation) were submitted on 31 July and GR 116 (Anti-corruption) on 11 August 2009.

However, I am unable to find any reference in our files to GR 123. I would therefore be grateful if you could let me know the title or activity related to this project so that I can do further follow-up with the Programme units.

With best regards

Frances Kinnon

Public Affairs/Resource Mobilization
UNDP Iraq

From: Feingold, Meryl [mailto:FeingoldMX@state.gov]
Sent: Thursday, September 10, 2009 8:49 PM
To: Elballa Hagona
Cc: Bartlett, Lin'An
Subject: Last Quarter's Reports on S-NEAIR-08-GR-123

Dear Elballa,

We have not received UNDP's second quarter technical and financial reports on the subject award (they were due on July 31, 2009). Could you please send these to me as soon as possible?

Please let me know if you have any questions.

Best regards,

Meryl

Meryl Feingold
Office of Iraq Economic & Assistance Affairs
U.S. Department of State
202.736.4798 (phone)
202.736.4665 (fax)

From: eroll bilibani
Sent: Sunday, September 13, 2009 9:07 AM
To: Frances Kinnon
Subject: FW: Submission of Quarterly Reports: S-NEAIR-08-GR-08 and S-NEAIR-08-GR-116
Importance: High

These are two reports that we report regularly on. As you can see, it has been sent on July 31st, and receipt has been confirmed by Mr. Turner of DOS (email attached).

From:
Sent: Friday, July 31, 2009 3:17 PM
To: 'MoserMC@state.gov'
Cc: 'TurnerJJ@state.gov'; 'HendryAD@state.gov'; 'DecarmeDG@state.gov'; 'BiggioT@state.gov'; 'fowler@faa.gov'; Paolo Lembo; 'paolo.galli@undp.org'; Basil Comnas
Subject: Submission of Quarterly Reports: S-NEAIR-08-GR-08 and S-NEAIR-08-GR-116
Importance: High

Dear Ms. Moser,

Mr. Basil Comnas requests your kind attention to the submission of two 2nd Quarter Reports to Department of State and the attached letter.

This mail includes 2nd Quarter 2009 Reporting on the *“Master Planning and Capacity Building for the Iraq Civil Aviation Sector”* (S-NEAIR-08-GR-108) and *“Area Based Recovery Programme in Al-Anbar Governorate”* (S-NEAIR-08-GR-116) and the attached letter from Mr. Comnas.

Should you require additional information, please do not hesitate to contact Mr. Comnas.

Best regards,
Eroll Bilibani
Information/Data Manager
UNDP Iraq



United States Department of State

Washington, D.C. 20520

August 20, 2008
Washington, DC

Dear Mr. Shearer,

I have the honor to confirm the United States Government's award of USD 8,000,000 (Eight Million) to the United Nations Development Programme (UNDP) in support of the United Nations Development Programme for Iraq. Funds are provided to the United Nations Development Programme, working in concert with the United Nations Office on Drugs and Crime, to conduct a comprehensive assessment of Iraq's corruption landscape, work with the GOI to establish a national anti-corruption strategy and bring Iraq into compliance with the requirements of the UN Convention against Corruption. The program will include a particular focus on institutional development and public awareness of anti-corruption initiatives at the regional and provincial levels. This award is pursuant to the authority contained in the Foreign Assistance Act of 1961, Iraq Relief and Reconstruction Fund, and the Supplemental Appropriations Act for Defense and for the Reconstruction of Iraq and Afghanistan, 2004 (P.L. 108-106).

This award is provided by the U.S. Department of State and is effective as of the date of letter subject to the requirements as set forth in the Award Specifics (Attachment 1).

Please indicate your acceptance to this contribution letter by signing the two copies of the attachment (page 2) which will become the originals of this letter to acknowledge your receipt of the award and return the originals to me. I will countersign on behalf of the Department of State and return one original to you. We look forward to working with you on this important project.

Sincerely,

Marie Moser

Mr. David Shearer
Resident Representative
United Nations Development Programme - Iraq
Building no. 15 Majid Al-Edwan St. Shmeissani
Amman, Jordan
David.Shearer@undp.org

Page Two

Attachments:

1. Award Specifics

Acknowledgement

For the United Nations Development Programme (UNDP):

Signed By: 

Typed Name: David Shearer

Title: Resident Representative

Date: _____

For the Department of State:

Signed By: 

Typed Name: _____

Title: GRANTS OFFICER - Program

Date: 9/9/08

**\$8,000,000 - 1911481096.0001-1014-1014841507-144900-6130-2589 - 06700
Governance**

FISCAL DATA:

Grant Number: S-NEAIR-08-GR-123

Total Estimated Amount: US\$ 8,000,000.00



Project: Joint UNDP/UNODC Assistance to the Government of Iraq for Anti-Corruption

1. Grants Officer (GO)

The Grants Officer is responsible for exercising prudent management of this award and is the only individual authorized to award, amend, suspend, and terminate financial assistance awards. In addition, the Grants Officer is responsible for coordination and liaison with the Recipient. This individual will receive appropriate material from the Grants Officer Representative and/or the Recipient for processing. The Grant Officer's name, address, and telephone numbers are:

Marie Moser
Department of State -- Near Eastern Affairs Bureau
(NEA//EconAssist)
2201 C Street NW
Washington, DC 20520
Tel: +202-647-1443
Email: MoserMC@state.gov

2. Grants Officer Representative (GOR)

The Grants Officer Representative (GOR) for this award will be Del Rae Pelath. The GOR is responsible for coordinating the programmatic, technical, and/or scientific aspects of the award.

Dal Rae Pelath
Program Manager
Anti-Corruption Coordinator's Office
US Embassy Baghdad, Iraq
Iraqna Mobile: 0790 439 7491
Office: 1.240.553.0589 x 239.8849

3. Implementation of the Program -- Statement of Work

Funds are provided to the United Nations Development Programme, working in concert with the United Nations Office on Drugs and Crime, to conduct a comprehensive assessment of Iraq's corruption landscape, work with the GOI to establish a national anti-corruption strategy and bring Iraq into compliance with the requirements of the UN Convention against Corruption. The program will include a particular focus on institutional development and public awareness of anti-corruption initiatives at the regional and provincial levels.

The goals of the project are to:

- a. To provide a comprehensive assessment of Iraq's corruption landscape.
- b. To develop a comprehensive national anti-corruption strategy that incorporates the specialized functions and authorities of Iraq's Commission of Integrity, Board of Supreme Audit, Inspectors General, Parliamentary Committee on Integrity, Joint Anti-Corruption Coordination Council, as well as other bodies at the regional and provincial levels.
- c. To bring Iraq into compliance with its legislative requirements under the United Nations Convention Against Corruption and educate key government and private sector officials on the responsibilities and obligations under the agreement.
- d. To implement an anti-corruption sensitization and capacity building program at the regional and provincial level to focus on anti-corruption prevention, developing a culture of integrity, monitoring and detection, as well as enforcement.

The results of the project activities will be:

- a. A statistically significant Good Governance Survey that will collect baseline data on perceptions of accountability, transparency, participation and inclusion in governance with questions specifically targeted at corruption.
- b. A comprehensive assessment of the nature, location, causes and consequences of corruption in Iraq, as well as existing legal, institutional and operational anti-corruption capacities. Out of this assessment UNDP, in collaboration with GOI officials, will develop an inclusive national anti-corruption strategy which will be evidence-based and developed within a good governance framework and will include mechanisms to support its implementation and monitoring.
- c. Legal technical assistance to ensure Iraq's legislative framework is fully compliant with the conditions set forth under the UN Convention Against Corruption. Recommendations for amendments to the current legal framework or the establishment of new laws will be developed that will foster greater accountability and transparency in governance, including model laws on anti-money laundering/counter-terrorist financing and whistleblower protection. This will include workshops, complete with dissemination of existing materials and translation services, for relevant GOI officials on each of these subjects.
- d. Training with the help of indigenous Iraqi institutions for government officials and key private sector groups on the UN-CAC and the ethics, responsibilities, and obligations under the law, as well as how to practice and promote transparency and integrity.

e. A national public information campaign that will bolster the efforts of the Commission of Integrity as well as work with the regional and provincial administrations, civil society organizations, and the independent media. This will include sensitization campaigns across the country.

f. Providing training in anti-corruption to newly elected public officials and senior and middle-level managers of local administrations. The 3-day seminars will include modules in ethics, responsibilities and obligations under the law, and how to practice and promote transparency and accountability.

g. Enhanced prevention and enforcement abilities of the Commission of Integrity, the Board of Supreme Audit, and the Inspectors General at the regional and governorate levels. This will include the development of standard operating procedures, the training of officials, and the implementation of IT tools for anti-corruption at the regional and provincial level.

h. A pilot civics-based anti-corruption curriculum for primary and secondary civic education to be field tested in three Iraqi governorates.

4. Allowable Costs

a. The recipient will be reimbursed for the costs incurred in carrying out the purposes of this award, which are reasonable, allocable, and allowable.

(1) "Reasonable" means those costs that do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) "Allocable" means those costs that are necessary to this award.

(3) "Allowable" means those costs that are reasonable and allocable, and that conform to any limitations set forth in this award.

b. The recipient is encouraged to obtain the Grants Officer's written determination as to whether the cost will be allowable before incurring a questionable or unique cost.

5. Award/Project Period and Budget

The award project period reflects the period of performance under this award shall be from **September 25, 2008** through **March 24, 2012**. All expenditures paid with funds provided by this award must be incurred for authorized activities that take place during this period unless otherwise stipulated. In the event the time prescribed herein should prove insufficient for the Recipient to carry out the program provided for herein, the Grants Officer may provide such extension of the period of the award as may be deemed advisable. Any extension will be effective only upon the execution of an amendment to the Award for this purpose. All requests for extensions must be received in writing at least ten days prior to the expiration date.

Approved Budget

\$8,000,000. No funds will be available for disbursement until the budget is further defined and amended to this agreement. Within 30 days of the signing of this agreement, the final budget and work plan will be submitted for approval.

6. Amendment

a. This document constitutes the entire agreement between the parties. No amendment changing its scope or terms shall have any force or effect unless it is in writing and signed by the Grants Officer for the Department of State and a duly authorized representative for the Recipient.

b. The Recipient must inform the Grants Officer in writing of the name of its representative authorized to administer the award, and bind the Recipient.

7. Non-Liability

DOS does not assume liability for any third party claims for damages arising out of this award.

8. Notices

Any notice given by DOS or the recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To the DOS Grants Officer and/or Grants Officer Representative, at the address specified in paragraph 1 of this document.
- To Recipient, at the recipient's address shown in this award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

9. Refunds

a. If the recipient earns interest on Federal advances before expending the funds for program purposes, the recipient must remit the interest annually to DOS. Interest amounts up to \$250 per year may be retained by the recipient for administrative expenses.

b. Funds obligated by DOS but not disbursed to the recipient before the award expires or is terminated will revert to DOS, except for funds committed by the recipient to a legally binding transaction applicable to this award. Any funds advanced to but not expended by the recipient before the time of expiration or

Attachment I

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termination of the award must be refunded to DOS, except for funds committed by the recipient to a legally binding transaction applicable to this award.

c. If, at any time during the life of the award, or as a result of final audit, it is determined that DOS funds provided under this award have been expended for purposes not in accordance with the terms of the award, the recipient must refund such amount to DOS.

10. Revision of Award Budget

a. The approved award budget is the financial expression of the Recipient's program as approved during the award process.

b. The recipient must immediately request approval from the Grants Officer when there is reason to believe that within the next 30 calendar days a revision of the approved award budget will be necessary for any of the following reasons:

(1) To change the scope or the objectives of the program or to add any new activity.

(2) To revise the funding allocated among program objectives by more than 10 percent of the total budget amount.

(3) Additional funding is needed.

(4) The recipient expects the amount of DOS authorized funds to exceed its needs by more than \$5,000 or five percent of the DOS award, whichever is greater.

c. Except as required by other provisions of this award specifically stated to be an exception from this provision, the government will not be obligated to reimburse the recipient for costs incurred in excess of the total amount obligated under the award. The recipient will not be obligated to continue performance under the award (including actions under the "Termination Procedures" provision) or otherwise to incur costs in excess of the amount obligated under the award, unless and until the Grants Officer notifies the Recipient in writing that such obligated amount has been increased and specifies the new award total amount.

11. Termination Procedures

This award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. Upon receiving a termination notice from the Grants Officer, the Recipient must take immediate action to cease all expenditures financed by this award and to cancel all un-liquidated obligations if possible. The recipient may not enter into any additional obligations under this award after receiving the notice of termination, other than those reasonably necessary to effect the close out of this award. Except as provided below, no further reimbursement will be made after the effective date of termination. Within 30 days of the effective date of termination, the recipient must

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repay to the government all unexpended DOS funds that are not otherwise obligated by a legally binding transaction applicable to this award. If the funds paid by the government to the Recipient before the effective date of termination are not sufficient to cover the recipients obligations under a legally binding transaction, the Recipient may submit a written claim for such amount to the government within 90 days after the effective date of termination. The Grants Officer will determine the amount(s) to be paid by the government to the Recipient under such claim in accordance with the "Allowable Costs" provision of this award.

12. Audit and Records

The Recipient confirms that the award account will be audited applying established procedures under appropriate provisions of the financial regulations and rules of the United Nations.

13. Reporting and Evaluation

Technical and financial reports must be submitted quarterly to the Project Officer and to the Grants Officer via e-mail at the address provided above. Reports are due thirty days after the end of each calendar quarter, or October 31, January 31, April 30 and July 30. The final technical and financial reports are due ninety days after the end of the award performance period.

14. Terrorist Financing

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both DOS and the Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DOS to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the recipient undertakes to use reasonable efforts to ensure that none of the DOS funds provided under this award are used to provide support to individuals or entities associated with terrorism.

15. Publications and Media Releases

- a. Publications, media releases, or electronic or print material developed or produced by the Recipient about the program funded and which identify DOS's contribution must be approved by the GOR, with the GO, prior to release or publication.
- b. If it is the Recipient's intention to identify DOS's contribution to any publication, video or other information/media product resulting from this award, the product shall state that the views expressed by the author(s) do not necessarily reflect those of the DOS. Acknowledgements should identify the sponsoring DOS office and bureau or mission as well as the following:

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“This [publication, video or other information/media product (specify)] was made possible through support provided by the United States Department of State, under the terms of Award No. XYZ. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the United States Department of State.”

c. The Recipient shall provide the GOR and Grants Officer with one copy of all published works developed under this award and with lists of other written work produced under this award.

d. Except as otherwise provided in the terms and conditions of the award, the author or the Recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but DOS reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for U.S. Government purposes.